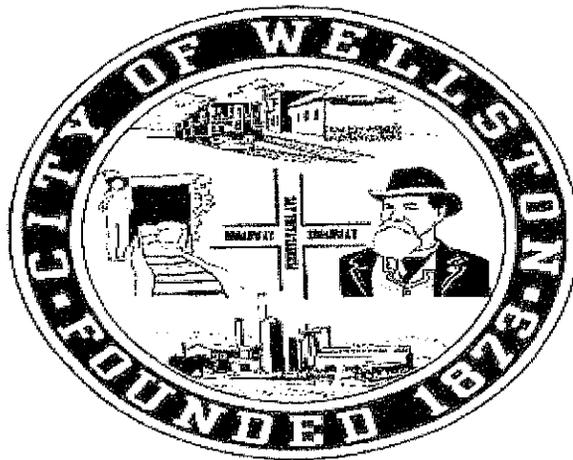




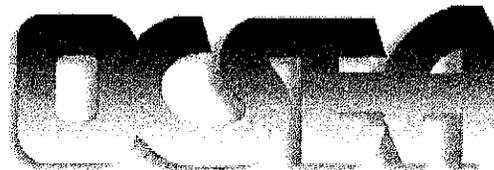
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AGREEMENT

BETWEEN



AND



OHIO CIVIL SERVICE
EMPLOYEES
ASSOCIATION

AFSCME
LOCAL 11
AFL-CIO

CHAPTER 4010

2014 Thru 2016

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ARTICLE I

AGREEMENT

PURPOSE

This agreement is made between the Office of the Mayor representing the City of Wellston, hereinafter referred to as the "City" and the Ohio Civil Service Employees Association, hereinafter referred to as the "Union." Management, Employees, and the Union will work together to increase efficiency for betterment of the City. The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or employees" where used herein refers to all employees in the bargaining unit as provided herein. The purpose of this agreement is to provide a fair and reasonable method of enabling employees covered by this agreement to participate, through Union representation, in the establishment of terms and conditions of their employment of all differences between the parties subject to the applicable laws of the United States, the State of Ohio, and the City of Wellston.

ARTICLE 2

RECOGNITION AND DUES CHECK-OFF

Section 1: The Union is recognized as the sole and exclusive representative for all employees of the City in the bargaining unit (as defined later) for the purpose of establishing rates of pay, hours, and other conditions of employment.

The Union's exclusive bargaining unit shall include only the job classifications in Appendix A, and the City shall not recognize any other Union as the representative for any employees within such classifications. All full-time employees will be assigned job classifications.

Section 2: For the purpose of this agreement, full time employees shall be deemed to be any employee of the City employed on a continuing basis, who works more than thirty-two (32) hours during a work week.

Section 3: The City will deduct regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that (1) any employee shall have the right to revoke such authorization by given written notice to the City and Union within two (2) weeks prior to the termination of this agreement, and the authorization card shall clearly state on its face the right of the employee to revoke his membership during this period, and; (2) the City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of

authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

Deductions under the previous paragraph shall be made on a bi-weekly basis. The Employer will also deduct biweekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.), upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

All deductions under the previous paragraph, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. (The above named list shall include any changes such as additional members, elimination of dues deducted during any leaves of absence, transfers outside the bargaining unit and any such termination resulting in dues not deducted).

It is the obligation of each employee to keep the City advised of his current address, and for the purpose of this Agreement, the City may rely on that list, an address supplied by an employee.

The Union will indemnify and save the City harmless from any action growing out of deduction hereunder and commenced by an employee against the City (or the City and the Union, jointly).

ARTICLE 3

FAIR SHARE AGREEMENT

Section 1: In accordance with Section 4117.09 of Ohio's Collective Bargaining Law for public employees, each employee who is not a member of the Union who has been employed for at least sixty (60) days shall, as a condition of employment, pay to the Union a fair share fee as determined by the Union, but which shall not exceed the amount of dues deducted by the public employer from the regular pay of the employee.

Section 2: An employee who fails to become a member of the Union or whose membership is terminated or who resigns from membership shall be required to pay to the Union an agency service fee equal in amount to the regular dues, fees, and assessments that a member is charged. Agency Service Fees shall be deducted by the employer bi-weekly from the paycheck of each employee who is required to pay such a fee.

ARTICLE 4

NON-DISCRIMINATION

Both the City and Union recognize their respective responsibilities under Federal and State Civil Rights laws, fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age or sex.

Therefore, the City agrees that there shall be no discrimination interference, restraint, coercion or reprisals by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 5

UNION REPRESENTATION

Section 1: The accredited representative of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operation in any way unless expressly permitted by the City.

Section 2: The City recognized the right of the Union to select Stewards of the Union to act as the bargaining unit members' Union representative. One Chief Steward will be elected. The total number of Stewards shall not exceed five.

a. Union representatives shall, upon request to their immediate supervisors, be allowed a reasonable time to take up grievances.

b. Union representatives shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling.

c. The Union shall furnish the City with a written list of Union representatives and, shall promptly notify the City in writing of any changes therein.

Section 3: A Labor/Management Committee will be established to maintain continuous communication between the City and the Bargaining Unit. The purpose of the Committee will be to discuss mutual concerns, unresolved grievances and program changes and will meet as often as mutually agreed, but no less frequently than once each month. The City shall be represented by the Mayor and/or the Service Director. The Union may be represented by the Staff Representative, Chief Steward, one other Steward, and other members having direct input into issues being discussed. Both labor and management

reserve the right, with prior notice to call upon subject matter experts and representatives to attend and take part in the labor management meetings. Meetings will be held between the hours of 8:00 a.m. and 4:30 p.m. No overtime will be allowed for attending these meetings.

ARTICLE 6

CORRECTIVE ACTION

Section 1: Any employee who is disciplined will be furnished a brief written statement advising him of his right to representation and describing the misconduct for which he has been disciplined and in the case of suspension, the extent of the discipline. Thereafter, he may request the presence of his Union Representative, and if so requested, shall be promptly granted an interview with his Union Representative, if his behavior permits, before he is required to leave the premises. Otherwise, the Union Representative shall be given a copy of the disciplinary notice within twenty-four (24) hours of the disciplinary action against the employee. In imposing discipline on a current charge, the City will not take into account any prior infractions which occurred more than twelve (12) months previously. Employees in the bargaining unit shall have the right to appeal any disciplinary action through the Grievance Procedure of this agreement.

Section 2: No employee shall be reduced in pay or position, suspended or removed except for grounds as provided in 124.32 and 124.34 ORC, nor shall any employee be given any disciplinary action without just cause.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1: Grievance Policy: The City of Wellston and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedures shall be available to all employees, except those on probationary status as a newly hired employee, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Section 2: Grievance Defined: A grievance is a claim based upon the interpretation, meaning or violation of any of the provisions of this agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the agreement allegedly violated or to the specific disciplinary action. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. This grievance procedure shall be the exclusive method of resolving

grievances. Any employee choosing on his own to pursue other means of resolution, such as Civil Service Appeal or court action, shall be considered to have waived his or her right to the grievance procedure for resolution of the grievance.

Section 3: Disciplinary Action Defined. Disciplinary action shall include:

- a. Verbal reprimand (with appropriate notation in employee file)
- b. Written reprimand
- c. Suspension (short term) five days or less
- d. Suspension (long term) twenty days or less
- e. Removal

The City will follow the principle of Progressive Discipline. The discipline imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment. Verbal reprimands shall be grievable through Step 2. If a verbal reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the Arbitrator may consider evidence regarding the merits of the verbal reprimand.

Section 4: Qualifications. A grievance may be initiated by the Union or an aggrieved bargaining-unit member. The Union will make every reasonable effort to see that grievances it initiates affect more than one member of the bargaining unit.

Section 5: Step 1: An employee who has a grievance may take it up orally with his supervisor, either alone or accompanied by a Union Representative if the employee so wishes, within five (5) working days after the employee has knowledge of the event(s) upon which his grievance is based, and the immediate supervisor shall give his answer to the employee, and the Union Representative (if the Representative was present at Step 1) within three (3) working days after the grievance is presented to him.

Step 2: If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall within five (5) working days after the receipt of the Step 1 answer, be reduced to writing and filed with the employee's department head setting forth the complete details of the grievance (i.e.,) the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee and his Union Representative. The department head shall meet with the representatives of the Union within five (5) working days after the grievance has been filed, and a written answer shall be given to the Union within five (5) working days after the Step 2 hearing.

If the Supervisor is also the Department Head, the employee's grievance may be taken from Step 1 to Step 3 with the concurrence of the Supervisor/Department Head. If this option is elected, the Supervisor/Department Head will indicate in writing on the grievance form that Step 2 is waived, and the grievance will be forwarded to the Service Director.

Step 3: If the grievance is not satisfactorily settled at Step 2 of the Grievance Procedure, the Union may within seven (7) working days after the receipt of the Step 2 answer, appeal in writing to the Service Director. The Service Director shall meet with the representatives of the Union within five (5) working days after the grievance is submitted to the Service Director and a written answer shall be given to the Union within five (5) working days after the Step 3 meeting. Grievances may be appealed to arbitration within thirty (30) calendar days after the Step 3 answer is received.

Section 6: In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with the provisions of this agreement, including all disciplinary actions, and in reaching his decision and the arbitrator shall have no authority to add to or subtract from or modify in any way, any of the provisions of this agreement. The arbitrator shall issue a decision within thirty (30) calendar days after the record is closed.

Section 7: All decisions of arbitrators consistent with previous paragraph, and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive, and binding on the City, the Union, and the employees. Provided that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.

Section 8: A policy grievance which affects a substantial number of employees may be initially presented by the Union at Step 3 of the grievance procedure.

a. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this agreement and shall not be arbitrable.

b. In the absence of an extension as referred to in Section 8 (a) of this Article, all grievances for which no timely answer is submitted by the City shall automatically be considered settled on behalf of the Union's relief requested; however, two (2) working days notice shall be given to the Service Director of the Union's intent to implement this provision.

c. In computing the time for presenting, answering, or appealing a grievance, Saturday, Sunday, and Holidays shall not be counted as work days.

Section 9: If a grievance is posted for arbitration, the Union and/or the City shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The cost of such arbitration shall be borne by the losing side. In selection of an arbitrator in the event the matter is submitted to arbitration, the arbitrator shall be appointed by mutual consent of the parties hereto, within seven (7) days after the arbitration is invoked. If the

parties cannot agree, they shall, by a joint letter, solicit a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.

Both the employer and the Union shall strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name; the process will be repeated and the remaining person shall be arbitrator.

Any grievance submitted to arbitration shall be heard as soon as possible.

ARTICLE 8

LOCAL LABOR DISPUTES

Section 1: It shall not be a violation of this memorandum and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful primary picket line or refuses to do work normally done by primary striking members of another Union, except that the City shall not be required to pay the wages of any such employees. Provided, that in no case shall any employee refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such a refusal would be detrimental to the public health or safety unless the City cannot reasonable provide for the personal safety of the employees.

Any alleged violation of the above paragraph is subject to immediate review at Step 3 of the grievance procedure.

ARTICLE 9

PROBATIONARY PERIOD

Section 1: New employees shall be on probation for a period of ninety (90) calendar days. Probationary employees shall have no recourse to the grievance procedure under this agreement concerning disciplinary action.

If any employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph.

ARTICLE 10

SENIORITY

Section 1: Bargaining unit seniority shall be defined as the length of continuous service in a bargaining unit position with the City. Seniority shall be measured in calendar days of employment with the City beginning with the employee's first day of employment.

a. Departmental seniority shall be defined as the length of continuous service in a department or section within the city.

b. In the event of shift work, shift preference shall be determined by departmental seniority.

Section 2: An employee shall have no seniority for the probationary period provided in Article IX, but upon completion of probationary period, seniority shall be retroactive to the date hired.

Section 3: The term "continuous service" as used in this agreement shall be so construed that absence from employment due to illness, injury, approved leaves of absence, or lay-offs by the City due to lack of work or funds, shall not cause a break in the meaning of the term "continuous" for the purpose of computing seniority.

Section 4: Seniority shall be broken when an employee:

a. Quits

b. Is discharged for just cause.

c. Is laid off for a period of time more than twenty-four (24) consecutive months.

d. Is absent without leave for five (5) or more regular work days, unless proper excuse for the absence is shown or if no notice was given a satisfactory excuse for the failure to give notice.

e. Fails to report to work when recalled from lay-off within fourteen (14) calendar days from the date on which the City sends the employee notice by registered mail to the employee's last known address as on the City's records.

Section 5: Seniority List - During the month of July of each year of this agreement, the Service Director shall provide the Union, at no cost, with a seniority list of all employees in the bargaining unit. The list shall contain the name, job classification, date of hire, section, department, and current address of each employee in the bargaining unit.

ARTICLE 11

NEW POSITIONS OR NEW METHODS OF OPERATION

Section 1: If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not been previously included in the bargaining unit, as defined in this agreement, then the wage rate for such a job shall be determined by City Council. Before putting such rate into effect, the Service Director, Mayor, and two (2) members of City Council, shall meet with the Union to negotiate the rate for the position; in the event the parties are unable to agree upon a rate for the classification, the City may put the rate into effect without any further delay. Should a non-bargaining unit position be created, the Union agrees that it has no right to negotiate the wage rate for that position.

Section 2: The Union may file a grievance on the single issue of whether the rate established by the City Council is reasonable or unreasonable, and if the grievance is submitted to arbitration, the arbitrator shall have the authority to set a new rate, if he determines that the rate set by the City Council is unreasonable.

ARTICLE 12

CONSOLIDATION OR ELIMINATION OF POSITIONS

Section 1: Employees displaced by the elimination of jobs through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or any other reasons shall be permitted to exercise their seniority rights to another job in the department, which job is at an equal or lower level (pay scale equal or lower), departmental seniority shall prevail.

Section 2: If no positions are available in the employee's department, the employee shall be allowed to transfer to any position in the bargaining unit that his seniority and qualifications will permit. An employee shall take all his seniority with him. An employee shall have a thirty (30) day trial period to determine if he is qualified to perform the job. Every reasonable effort will be made to insure that no loss of employment shall result from such action.

ARTICLE 13

ASSIGNMENT OF TEMPORARY WORK TRANSFERS

Section 1: Five (5) days notice will be given by the City if transfers are deemed necessary, unless such transfer is due to unforeseen circumstances, in which case as much notice as possible will be given.

When an employee is temporarily transferred to another job:

- a. If the rate of pay for such other job is lower than his regular rate, he shall receive his regular rate.
- b. If the rate of pay for such other job is higher than his regular rate, he shall receive an adjustment in pay commensurate with the work he is doing on the higher job, payable in two (2) hour increments.
- c. Temporary transfers and temporary occupancy will be based on departmental seniority among those employees qualified to perform the job to be temporarily filled.

EXAMPLE: Should the assigned driver of the garbage truck be absent, the next senior member of the garbage crew that is qualified to drive shall be assigned as driver.

EXAMPLE: Should a laborer's position need filled temporarily, the least senior member of the department that is qualified to perform the work will be assigned, unless a more senior employee volunteers to fill the position.

- d. Such temporary assignments shall not exceed thirty (30) days.
- e. An emergency shall be defined as an unexpected occurrence that causes deviation from normal work schedule, that prevent the City of Wellston from performing its mission of preservation of the peace, health, safety, and welfare of the public. Temporary assignments not to exceed three (3) times a year from an employee's designated department unless emergency steps require it.

ARTICLE 14

PROMOTION AND JOB BIDDING

Section 1: Whenever a vacancy is to be filled and there is no appropriate eligibility list, the Mayor may authorize the nomination of eligible employees for promotion without

competitive examination. However, it will be necessary for the Mayor, in all such cases, to comply with the following guidelines:

1. Should any presently filled position become vacant due to removal, retirement or resignation, the vacancy shall be posted for promotion or transfer within five (5) days, and filled within thirty (30) working days.
2. Vacancies must be posted at least five (5) working days prior to making a selection. Employees shall be notified by the Mayor's Secretary if on leave for any posting.
3. All candidates in the City meeting the minimum qualifications who apply must be interviewed.
4. First preference shall be given to those employees in the same department, based on departmental seniority.
5. Second preference shall be given to those employees seeking a lateral transfer. A lateral transfer is moving to another department within the same pay grade, to a similar position for which the employee is qualified.
6. Third preference must be given to bargaining unit employees.
7. When qualifications are relatively equal, seniority shall be the deciding factor.
8. An employee once accepting a new position shall have five (5) working days to decide if he shall keep the position. If for some reason he feels that (A) he is not qualified for the new position, or (B) the job was not as expected, then he shall be allowed to fall back into his old position before the promotion. In the event the old position has been filled by another employee, this person shall be "bumped" by the person who previously occupied the position. In no case shall the City have the right to delete the old position during the five (5) working day period.

ARTICLE 15

LAY-OFF AND RECALL

Section 1: Whenever it is necessary because of lack of work (including displacement because of discontinuance of operations and/or funds, or whenever it is advisable in the

interest of economy or efficiency, to reduce the working force of the City), employees shall be laid off in the following order:

- a. Seasonal or part-time employees;
- b. Temporary employees who have not completed their probationary period;
- c. Full-time employees who have not completed their probationary period;
- d. Employees who have completed their probationary period, on the basis of bargaining unit seniority.

Section 2: Before an actual lay-off, the City and the Union will meet immediately for the purpose of attempting to find an available job with the City, in the bargaining unit, which the affected employee is qualified to perform and if any such job is available the employee shall be given the option of accepting it rather than being laid off.

Employees with the greatest seniority will be allowed to take the lay-off first only if the employee with the lesser seniority for whom the senior employee is substituting is also covered by unemployment compensation.

Section 3: Employees shall be recalled in the reverse order of lay-off according to seniority. An employee on lay-off will be given fourteen (14) calendar days notice to the employee by certified mail to his last known address (as shown on the City's records). A laid-off employee will be recalled to the first available job position which he is qualified to perform and thereafter, will have a right to claim his original job position in the event it becomes available.

Section 4: Regular full-time employees shall be given a minimum of fourteen (14) calendar days advance written notice of lay-off indicating the circumstances which make the lay-off necessary, and the Union shall receive a copy of all such lay-off notices. Notice of lay-off shall not be given to an employee on an approved leave.

Section 5: In the event an employee is laid off, he may, upon request receive payment for earned but unused vacation as quickly as possible.

Section 6: Employees shall have recall rights for a period of Twenty-four (24) months.

Section 7: A laid-off employee may, for a period of one year from the date of lay-off, continue participation in any insurance program in which he participated while in the bargaining unit, provided that such laid-off employee shall be required to pay the applicable premium for such insurance.

Section 8: Laid-off employees will not be replaced with substitute help in violation of the regulations of the program from which the City obtains such substitute help.

ARTICLE 16

HOLIDAYS AND PERSONAL DAYS

Section 1: All regular full-time employees shall be entitled to the below listed holidays with pay:

| | |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve day |
| Fourth of July | Christmas Day |
| Veteran's Day | Employee's Birthday |
| Labor Day | |

Employees are automatically entitled to any holiday given by the Mayor, Governor, or President in excess of the above-listed holidays.

One holiday may be exchanged for another day off with pay, providing the bargaining unit agrees to take the exchanged day in lieu of the scheduled holiday, and the City work schedule can be accommodated. Approval of the Mayor and Service Director must be obtained no less than thirty (30) days prior to the exchange. No more than a total of twelve (12) paid holidays will be granted per year, except in the case of a holiday declared by the Mayor, Governor, or President in excess of the above listed days and any other special day as may be declared by the Mayor that provides time off, or, special pay for any other city employees.

Section 2: Employees shall be given five (5) personal days to be used at the employees discretion.

Section 3: To be entitled to holiday pay, an employee must be on active payroll (i.e., actually received pay) on his last regular work day before, and his first regular work day after the holiday, unless absent because of illness or injury or funeral leave.

Section 4: If any of the listed holidays fall on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 5: Employees in classifications identified by the employer as normally requiring overtime to cover an absence and who are scheduled to work and call off sick the scheduled day before, the day of, or the scheduled day after a holiday shall forfeit their right to holiday pay for that day, unless there is documented extenuating circumstances which prohibit the employee from reporting for duty.

ARTICLE 17

VACATIONS

Section 1: All regular full-time employees shall be granted vacation leave with full pay based on their length of City service as follows:

| | |
|----------------------------|-------------------------------|
| AFTER 1 year of service: | Five (5) working days |
| AFTER 2 years of service: | Ten (10) working days |
| AFTER 5 years of service: | Fifteen (15) working days |
| AFTER 10 years of service: | Twenty (20) working days |
| AFTER 15 years of service: | Twenty-five (25) working days |
| AFTER 20 years of service: | Thirty (30) working days |

Employees may take up to ten (10) days' vacation time per year in four (4) hour increments as mutually agreed by the Service Director and the employee.

Section 2: It is the intent of the parties that vacation time be taken in the year of entitlement.

Should an employee fail to request his vacation, he shall forfeit the vacation time not scheduled. If however, the employee is unable to take any part of his vacation entitlement due to the operational needs of the City, the employee shall be paid for any unused vacation entitlement at his base rate of pay.

Section 3: The City cannot cancel any scheduled vacation without the consent of the employee. However, the City reserves the right to limit the number of employees absent on vacation at any one time in order to insure the maintenance of an adequate workforce.

Section 4: Vacation schedules shall be posted in each department no later than March 1 of each year. The senior employees will have preference. Normally no vacation of less than one (1) week may be authorized by the employee's department head based on forty-eight (48) hours' notice. Changes in vacation schedules may be made if agreeable to the City. In such cases, at least three (3) days' notice must be given to the City. In cases of emergency, the City may grant vacation of one (1) week or more to the employees.

Section 5: An employee who fails to make his vacation application during his appropriate period will be given his vacation without regard to seniority based upon when his application was made.

Section 6: If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or the end of his vacation).

ARTICLE 18

LEAVES OF ABSENCE

Section 1: General: All leave of absence (and any extension thereof) must be applied for in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to his former position. If it is found that a leave of absence is not actually for the purpose for which it was granted, the City may cancel the leave and direct the employee to return to work. Such notice shall be by certified mail or in person. An employee who fails to return to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to discipline or loss of seniority under section seniority.

Section 2: Sick Leave with Pay: Regular full-time employees of the bargaining unit shall be credited with sick leave at the rate of 3.84 hours per 80 hours in pay status excluding overtime, not to exceed 100 hours per year. There shall be no limit on cumulative sick leave.

a. Paid sick leave shall be granted only for:

1. Actual sickness or injury.
2. Confinement by reason of quarantine.
3. Serious illness or death in employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
4. Immediate family shall be defined as: spouse, child, mother, father, foster parent or guardian, brother, sister, grandparents, grandchild, in-laws, step-father, step-mother, step-children, step-sister, step-brother, half-sister, half-brother, or other person living in the employee's household.

b. No paid sick leave shall be granted unless the City is notified of sickness within one (1) hour of the employee's scheduled starting time on the first day of absence unless emergency or other conditions make it impossible to do so.

c. A certificate from a physician must be provided for any sickness extending beyond three (3) days. Each employee shall furnish a satisfactory written, signed statement to justify the use of sick leave.

d. On death or retirement, an employee will be paid for accumulated sick leave pursuant to ORC Section 124.39.

e. An employee with more than five (5) years of City service, who has more than sixty (60) days of accumulated sick leave, may exchange up to ten (10) days per year of the excess leave to vacation time.

Section 3: Sick Leave without Pay: After an employee has exhausted his sick leave pay, he may, in the city's discretion be granted a leave of absence without pay for a period not to exceed two (2) years because of personal illness or injury upon request supported by medical evidence satisfactory to the City if the employee has reported such illness or injury to his department head or immediate supervisor no later than the second day of absence. If the illness or injury continues beyond two (2) years, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his illness or injury as circumstances allow.

Personal Leave: For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based upon the operational need of the employee's department, and shall only be granted by the City Service Director.

Compensatory Time: Compensatory time will be granted with twenty-four (24) hours advance notice to the employee's supervisor.

Section 4: Union Leave: At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

Education Leave: The City may grant permanent employees time off with pay, during regular working hours, to participate in non-agency training/continuing education programs that are directly related to the employees work and will lead to improvement of the employee's skills and job performance. Reasonable efforts will be made to equitably distribute such training opportunities among employees.

Section 5: Military Leave: An employee shall be granted an extended leave of absence without pay for the required military duty in accordance with the law. After discharge, he shall be restored to employment within the City, upon request, in accordance with State and Federal law.

Employees who are drafted shall be granted leave of absence with pay for the purpose of taking military physicals.

Full-time employees of the City who are temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such duty for a period not to exceed one hundred and seventy-six (176) hours in any calendar year. However, an employee will receive only the difference between military pay and regular pay. He shall accumulate vacation and sick leave credit during the period of such leave.

Employees on military leave who thereafter return to employment with the City shall receive retirement credit for all time spent in active military service as may be sanctioned by State and Federal law.

Section 6: Jury Duty Leave: An employee serving on jury duty will be excused with pay for the time lost during his regular work week. Employees shall turn in all compensation upon completion of jury service to the Treasurer of the City of Wellston. However, an employee must return to work when excused from jury duty.

Section 7: Bereavement Leave: In the case of death in the employee's immediate family (spouse, child, mother, father, foster parent or guardian, brother, sister, grandparents, grandchild, in-laws, step-father, step-mother, step-children, step-sister, step-brother, half-sister, half-brother, or other person living in the employee's household) up to three (3) days leave with pay shall be granted for the funeral.

Time off may, upon approval by the service director be taken for the funeral of any other relative without pay. Special cases may be taken up with the Service Director.

Section 8: Employees may donate sick leave to another bargaining unit member who is ill or injured and out of sick leave, vacation leave or compensatory time. Donations of sick leave will be divided equally from among those donating leave. Donations will be in eight (8) hour increments only. All leave donated but not used by the ill or injured employee shall be returned to the donating bargaining unit employees, by dividing the total left over equally among the donating employees, if the ill/injured employee comes back to work, retires or is no longer employed by the City of Wellston. The City nor the Union will interfere in the decision of employees as to whether to donate sick leave. No one employee will donate more than forty (40) hours per year to the sick leave donation program. The chapter president will be allowed to monitor the leave donation program or participate in any oversight of the program along with any management representatives.

Section 9: In the event an employee is suspected of abusing sick leave, the employer may require the employee to justify his/her use of sick leave by obtaining a physician's

certificate at employer's expense from a physician designated by the employer. In addition or in the alternative, the employer may require the employee to obtain a certificate from his/her own doctor at the employees expense, or other verification of illness or injury acceptable to the employer to justify his/her use of sick leave and/ or any or all future absences for which sick leave is claimed with a period of six (6) consecutive months.

- A. Grounds for suspicion of leave abuse shall include, but not limited to, information received by the employer that the employee is or was, during any time for which sick leave is claimed:
 - 1. Engaging in other employment:
 - 2. Engaging in strenuous physical exercise of recreation, including work around the home other than as ordered or recommended by a doctor.
 - 3. Present in a tavern or other place inconsistent with a claim of illness or injury.
 - 4. Engaging in pattern abuse. Pattern abuse occurs when there is a consistent period of sick leave usage such as: before and/or after holidays; before and /or after weekends or regular days off; after paydays; any one specific day; absence following overtime worked, half days, continued pattern of maintaining zero or near zero leave balances, excessive absenteeism. If an employee abuses sick leave in pattern, the city may reasonably suspect pattern abuse.
- B. Any employee who is suspected of abusing sick leave shall be confronted with such suspicion by the Service Director and given an opportunity to explain his use of sick leave prior to being required to produce a physician's certification for future absences as set forth above.
- C. If an employee is required to provide a physician's certificate, it must be provided within three (3) days.
- D. While on paid sick leave employees are not authorized to work at other jobs without the written permission of the employer.

ARTICLE 19

HOURS OF WORK AND OVERTIME

Section 1: The regular work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday, and the normal straight-time work week of employees will include five (5) days of eight (8) hours each or mutually agreed hours of work. Each department will receive one hour for lunch, of which one-half (1/2) is unpaid.

Section 2: One and one-half (1-1/2) times the basic hourly rate of pay will be paid for all hours worked in excess of forty (40) hours per work week. No employee shall be required to reduce his regularly scheduled working hours because of overtime worked if such regular scheduled work is available.

Section 3: No employee shall be required to work in excess of sixteen (16) hours in any work day.

Section 4: If an employee reports for work without receiving notice prior to his scheduled starting time, and there is no work available at his regular job, he will be given four (4) hours pay at his regular rate, or four (4) hours work with the City in another position.

Section 5: Non-bargaining unit members will not perform work routinely performed by members of the bargaining unit, except in cases of emergency, or in training new employees. All work orders to employees shall be given by supervision. The administration shall be the sole judge of the necessity for overtime.

Section 6: When an employee is required to work on a holiday, he or she will be paid one and one-half (1-1/2) times his or her regular rate of pay for all hours worked, in addition to the eight (8) hours holiday pay or mutually agreed hours of work.

Section 7: For the purpose of computing overtime pay; holidays, and approved vacations, or personal days, shall be counted as days worked.

All City employees will be paid every two (2) weeks.

Section 8: A shift differential will be paid in departments which work more than one shift. Shift differential will be paid at the rate of fifteen (15) cents per hour for the second shift and twenty (20) cents per hour for the third shift.

First shift is the shift which starts from 7 a.m. to 9 a.m.

Second shift is that shift which begins eight (8) hours after the beginning of first shift.

Third shift is that shift which begins eight (8) hours after the beginning of the second shift.

Employees will be assigned to a shift.

Employees will be paid the shift differential for those hours worked which fall within second or third shift as defined above. Shift Floater employees will be paid twenty (20) cents per hour.

EXAMPLE: Shift Floater to fill in for scheduled vacations.

ARTICLE 20

ROTATION OF OVERTIME OPPORTUNITIES

Section 1: Whenever practical, the City will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime.

Section 2: The Department Head will supply weekly overtime lists to the Union on Friday of each week. The list will contain the employee's name and total overtime worked from 7:01 a.m. Monday to 7:00 a.m. the following Monday. The Union will post information weekly in each department showing overtime worked by each employee. The Department Head will post overtime information on a monthly basis. Overtime is to be kept within sixteen (16) hours, if possible, in each sub-classification and is to be offered to employees with the lowest number of hours.

Section 3: Overtime will be offered to the full-time non-probationary employees within the department or unit who, on the roster, have the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

Section 4: Where there are errors in the distribution of overtime opportunities, the City will be given one opportunity to correct the error by granting to any member whose rights were violated the next opportunity to overtime within his or her overtime group.

Section 5: If an employee cannot be contacted, he shall not be charged with the overtime hours offered, but the attempt to contact shall be recorded.

Section 6: If the low-houred man, according to the roster, is on his regularly scheduled day off, he will be given the opportunity to work the complete eight (8) hour shift.

Section 7: No employee will be considered for overtime of a non-emergency nature who is on vacation, holiday, or sick leave.

Section 8: No employee's regular schedule will be altered to avoid the payment of overtime.

Section 9: An employee may elect to take compensatory time off in lieu of overtime pay. Compensatory time earned must be used within one hundred eighty (180) days. If the employee does not take the compensatory time off within the prescribed time limit, he will be paid for the overtime worked in the next following pay period.

ARTICLE 21

CALL-IN

Section 1: Whenever an employee is called to work outside his regular work schedule, he shall be paid three (3) hours call-out pay at time and one-half. The city may require the employee to work the full three (3) hours for which the employee is being paid. If called within one (1) hour of starting time, he/she will be paid time and one-half to the employee's regular starting time.

ARTICLE 22

PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1:

in 2013, the city picked-up seven percent (7%) of the employee's ten percent (10%) share into the public employee retirement system.

Effective on the execution date of this agreement, the employer will pick-up a maximum 5% of the employee's percentage contribution. in exchange, bargaining unit wages will be increased by 2% at that time.

Effective January 1, 2015, the employer will pick-up a maximum of 3% of the employee's contribution. in exchange, bargaining unit wages will be increased by 2% at that time.

Effective January 1, 2016, the employer will no longer pick-up any percentage of the employee's percentage contribution. in exchange, bargaining unit wages will be increased by 3% at that time.

Section 2: Retirement Buyout: The City agrees to provide a two (2) year early buyout under the PERS retirement system to eligible employees as defined by the current City Ordinance. (City must prepare ordinance.).

ARTICLE 23

SENIORITY LONGEVITY

Section 1: Longevity will continue to remain frozen throughout the year 2014. Effective January 1, 2015, longevity will be unfrozen and payments from that date forward will be made as follows

| | |
|--------------------------------------|------------|
| 3 – 5 years continuous employment: | .40/hour |
| 5 – 7 years continuous employment: | .55/hour |
| 7 – 10 years continuous employment: | .75/hour |
| 10 – 15 years continuous employment: | .90/hour |
| 15 – 20 years continuous employment: | 1.05 /hour |
| 20 – 25 years continuous employment: | 1.20/hour |
| 25 – 30 years continuous employment: | 1.35/hour |

After 30 years an additional .10 per hour shall be added for each year thereafter.

The above rates will be paid in addition to the base pay for the employee's classification.

ARTICLE 24

LICENSE/CERTIFIED OPERATORS

For each license or certificate required by competent authority as a condition to meet State or Federal standards and earned through attendance and successful completion of a state-approved course of instruction, as evidenced by a duly authenticated document from the licensing or certifying agency, and applying directly to the job occupied by the employee, the employee shall be paid \$.75 per hour, per license or certificate. Only the licenses or certificates required to complete the employee's responsibilities to the City will receive this monthly allotment.

Water Operators and Waste Water Operators holding valid, current certification will be paid at the same base rate per hour. The Garbage Truck Driver and individual employees who operate vehicles which require CDL will receive \$.60 per hour supplement.

Required Licensure: After sixty (60) days on the job probationary period, the employee will be required to attend formal training or schooling, as it becomes available, to qualify for

required Operator I license. Subsequent training will be required for advanced licenses II and III. Class I operator's license must be obtained within thirty-six (36) months. Class II operator license must be obtained within six (6) years of employment in the affected classification. If an employee makes a good faith effort to obtain the required license but is not successful, the employer and the Union may mutually agree to extend the time-lines. An employee who cannot obtain required license will be permitted to bid into any vacant bargaining unit position for which he or she meets minimum qualifications.

ARTICLE 25

FRINGE BENEFITS

Section 1: Health Insurance

A. The City shall pay 90 and the employee shall pay 10 of the premiums for medical insurance, dental and optical insurance. If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of the OCSEA Bargaining Team.

B. Employees may select their coverage and make arrangements for method of payment of insurance premiums that exceed the above listed schedule. Any employee not requiring insurance shall receive a \$1500.00 bonus in a lump sum payment at the end of each insurance contract year. Should an employee's needs change and insurance becomes necessary, his lump sum payment shall be prorated for each month of no coverage.

Section 2: Foul weather gear will be provided to employees who work regularly in inclement weather. Departments will receive one pair of boots and coveralls on an as needed basis. Employees will bring their used coveralls and boots in to their supervisor for inspection before requesting new work clothing reimbursement. The reimbursement will be for boots or coveralls of good quality such as Carhart or Rocky boots. This reimbursement shall be for the following departments only: cemetery, street, garbage and water departments.

Section 3: The City shall reimburse an employee for glasses or contact lenses for up to \$250.00 if destroyed while the employee is on duty and following standard safety procedures. The City may reimburse for other articles.

Section 4: The City will, at its cost, provide a term life insurance policy on the life of employees at an amount at least equal to one (1) year base salary not to exceed \$35,000. The policy shall have a double indemnity clause for accidental death. The City shall contact Sun Life and request for retirees to be allowed to pick up their life insurance at the City of Wellston group rate.

Section 5: Each member of the bargaining unit will receive \$300.00 in April for clothing allowance. Each member is responsible for their clothing for one year.

Foul weather gear shall be rain gear, rain boots, coats and gloves. Work boots will be replace on an as needed basis.

The City shall contact Sun Life and request for retirees to be allowed to pick up their life insurance at the City of Wellston group rate.

ARTICLE 26

PAYROLL INFORMATION

Section 1: In addition to the information currently provided, the balance of the employees sick leave hours, vacation hours, and personal days shall be provided the employee at the end of each pay period.

ARTICLE 27

TRAINING AND DEVELOPMENT

Section 1: The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential.

Section 2: Training: Whenever employees are required to participate in training programs, they shall be given time off from work, with pay, to attend such programs, including any travel time required. Costs of tuition, books, instructional material, and required travel shall be paid by the employer.

Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

ARTICLE 28

HEALTH AND SAFETY

A joint Union-Employer Health and Safety Committee shall be established for the City. The Union shall select one (1) member representative from each department to serve on the committee for that facility, and one (1) non-member representative shall be selected by the Appointing Authority for each facility. The committee will meet not more frequently than monthly at a mutually satisfactory time to consider health and safety matters relating to conditions and activities affecting health and safety of employees at each facility. Recommendations for improvements will be submitted, in writing, to the Mayor or his designated Health and Safety Representative.

The Union representative serving on the Health and Safety Committee will receive his or her regular rate of pay for the time spent in the meetings if held during his or her regular scheduled hours of employment on the day of the meeting.

Highlights of monthly health and safety meetings will be posted on all employee bulletin boards.

Adequate first-aid equipment will be provided at all appropriate work locations. First Aid training will be provided for all employees and designated lead persons will be appointed to administer first aid and insure that first-aid kits are properly maintained.

All members are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the employer. Unsafe conditions or practices will be reported to the Union Representative on the Health and Safety Committee.

No employee may be required to operate any unsafe equipment or to perform any unsafe practice. If any employee is required to operate unsafe equipment, or equipment believed to be unsafe by the department Union Representative, the employee may file a protest with the Health and Safety Committee. Such protest will be heard by the Health and Safety Committee within twenty-four (24) hours after the incident is reported.

The decision of the Health and Safety Committee, along with recommendations for corrective action, will be forwarded to the Safety-Service Director. If a disagreement arises between the Committee and the Safety-Service Director, a mutually acceptable qualified third party will inspect the equipment and make a final decision.

ARTICLE 29

SAVINGS CLAUSE

Section 1: In the event that any Article or Section of this agreement is declared in violation of local, state, or federal law by a court of competent jurisdiction, only those Article(s) or Section(s) shall be declared void. All remaining Articles and Sections of this agreement shall remain in effect.

The parties to this agreement shall meet within thirty (30) days after such finding to begin work on a mutually acceptable Article or Section to remedy the condition in violation of the law.

ARTICLE 30

PERSONNEL FILES

There shall be only one official personnel file maintained by the City and kept in the City Auditor's Office.

A) Every member shall have the right to review his/her personnel files at any time upon reasonable written request. A member may also authorize his/her attorney or union representative to review these files. Such request shall be made to the City Service Director, and he will be present when this takes place.

B) Information in the employees file will only be released as required by the Ohio Revised Code.

C) An employee may copy documents in his/her file, with the employee paying the cost of these copies.

D) If upon examining his/her personnel file, an employee feels there are inaccuracies in the documents contained therein, the employee may write a memorandum to the City Service Director, explaining the alleged inaccuracy.

E) Employees may attach a memorandum to the document in question.

ARTICLE 31

WAGES

Employee base rates are reflected in appendix A.

Bargaining unit wages will be increased by the following percentages.

2014: 0%

January 1, 2015: 0.5%

January 1, 2016: 1.0%

Definitions: "Classification salary base" is the minimum hourly rate of the pay range for the classification to which the employee is assigned.

"Step rate" is the specific value within the pay range to which the employee is assigned.

"Base rate" is the employee's step rate plus longevity adjustments.

"Regular rate" is the base rate (which includes longevity) plus all applicable supplements.

"Total rate" is the regular rate plus shift differential, where applicable. Notwithstanding any other provision of this agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

ARTICLE 32

DURATION

Section 1: This agreement shall be effective as of the date executed by the parties below, and shall remain in full force and effect until 12:00 Midnight, December 31, 2016, unless otherwise terminated as provided herein.

Section 2: If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Appendix A

Bargaining Unit Positions Base Rates

| Position | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|--|-------------|-------------|-------------|
| <i>City Clerk</i> | 17.69 | 18.13 | 18.86 |
| Asst. City Clerk (S) | 15.91 | 16.31 | 16.96 |
| Secretary to Mayor | 15.91 | 16.31 | 16.96 |
| Deputy Auditor | 15.91 | 16.31 | 16.96 |
| <u>Water Treatment</u> | | | |
| <i>Chief Water Plant Operator</i> | 17.70 | 18.14 | 18.87 |
| Water Plant Operator (s) | 16.45 | 16.86 | 17.53 |
| Chief Lab Technician / Water Plant Operator | 17.13 | 17.56 | 18.26 |
| Water Plant Floater | 16.45 | 16.86 | 17.53 |
| Water Plant Attendants (s) | 15.94 | 16.34 | 16.99 |
| <u>Waste Water Treatment</u> | | | |
| Chief Wastewater Plant Operator | 17.73 | 18.17 | 18.90 |
| Waste Water Plant Operator (s) | 16.45 | 16.86 | 17.53 |
| Waste Water Plant Attendants (s) | 15.94 | 16.34 | 16.99 |
| <u>Water & Sewer Distribution</u> | | | |
| <i>Distribution Supervisor</i> | 17.69 | 18.13 | 18.86 |
| Chief Maintenance & Repairman | 16.45 | 16.86 | 17.53 |
| Maint./Repair/Backhoe | 15.91 | 16.31 | 16.96 |
| Water Meter Reader | 16.09 | 16.49 | 17.15 |
| Water Meter Reader Helper | 15.91 | 16.31 | 16.96 |
| Floating Laborer | 15.91 | 16.31 | 16.96 |
| <u>Streets & Sanitation</u> | | | |
| <i>Street & Sanitation Supervisor</i> | 17.69 | 18.13 | 18.86 |
| Heavy Equipment Operator | 16.60 | 17.02 | 17.70 |
| Laborer (s)-street | 15.91 | 16.31 | 16.96 |
| Truck Driver-Garbage | 15.91 | 16.31 | 16.96 |
| Laborer (s)-Garbage | 15.91 | 16.31 | 16.96 |
| Laborer-Streets & Sanitation | 15.91 | 16.31 | 16.96 |
| <u>Cemetery</u> | | | |
| <i>Sexton</i> | 17.69 | 18.13 | 18.86 |
| Asst. Cemetery Sexton | 16.45 | 16.86 | 17.53 |
| Chief Maintenance & Repairman | 16.09 | 16.49 | 17.15 |
| Floating Laborer | 15.91 | 16.31 | 16.96 |

Italics & Underline Titles shall be occupied by a "Working Supervisor".

Working Supervisor shall be a member of the bargaining unit, shall perform any job in the department, and is considered a "Lead Person" or Foreman.

APPENDIX B

Suspended Provisions

The parties hereby agree that the following provisions will be "suspended" in their entirety for the life of the contract, through December 31, 2016. The provisions of the Agreement identified as "suspended" through December 31, 2016 will remain "suspended" until the parties ratify a successor agreement:

- Article 22 Public Employees Retirement System: Section 2: Retirement Buyout.
- Article 25 Fringe Benefits: Section 5: Clothing Allowance.

No benefits or options will be offered under these articles under this contract.

APPENDIX

C

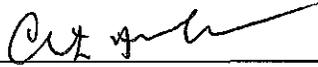
CURRENT OCSEA BARGAINING UNIT SENIORITY LIST

| <u>NAME</u> | <u>DATE</u> |
|-------------------|-------------|
| Jeff Denney | 05/12/89 |
| Jim Hall | 10/29/91 |
| Terry Norton | 04/13/92 |
| Gary Dillinger | 07/27/93 |
| Paul Ervin | 01/30/95 |
| Rodney Brown | 02/22/96 |
| Denise Davis | 05/06/96 |
| Leon Jayjohn | 10/06/97 |
| Lynda Winters | 07/21/98 |
| David Ray | 04/18/01 |
| Stagerlee Beabout | 10/21/01 |
| Kathy Long | 05/24/02 |
| Phillip Thompson | 10/14/02 |
| Tom Brandau | 04/08/03 |
| Charlotte Patrick | 09/25/06 |
| Melissa Humphreys | 06/01/09 |
| Jeff Bates | 03/12/12 |
| Tom Denny | 07/20/12 |
| Malcom Davis | 08/27/12 |

SIGNATURE PAGE

EXECUTED BY AND AGREED BETWEEN THE PARTIES THIS 4th DAY OF June, 2014

FOR THE UNION:



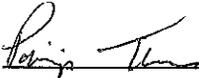
President OCSEA
Chris Mabe



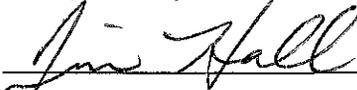
Wellston Chapter President
Terry Norton



Negotiating Team Member
Denise Davis



Negotiating Team Member
Phillip Thompson



Negotiating Team Member
Jim Hall



Negotiating Team Member
Jeff Bates



Jeff Freeman
Union Chief Negotiator

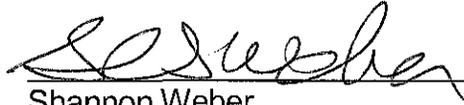
FOR THE CITY:



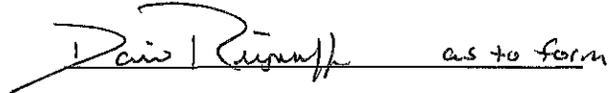
Connie Pellitier
Mayor



Fred Snider
City Service Director



Shannon Weber
City Law Director

 as to form

David A. Riepenhoff
City Chief Negotiator